

MELINDA HAAG, (CSBN 132612)
 United States Attorney
 JOANN M. SWANSON (CSBN 88143)
 Chief, Civil Division
 JUAN D. WALKER (CSBN 208008)
 Assistant United States Attorney

450 Golden Gate Avenue, Box 36055
 San Francisco, California 94102-3495
 Telephone: (415) 436-6915
 Fax: (415) 436-6748
juan.walker@usdoj.gov

Attorneys for Federal Defendant

DOUGLAS F. CARLSON
 PO Box 191711
 San Francisco CA 94119-1711
 (415) 956-9567
doug.carlson@sbcglobal.net

Plaintiff
Pro se

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

DOUGLAS F. CARLSON,

Plaintiff,

v.

UNITED STATES POSTAL SERVICE,

Defendant.

Case No. C 11-3145 MEJ

**STIPULATION AND [PROPOSED]
 ORDER REGARDING SETTLEMENT
 AND DISMISSAL WITH PREJUDICE**

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Douglas
 Carlson ("Plaintiff") and defendant United States Postal Service (hereinafter the "Postal
 Service") (collectively, the "Parties") as follows:

1. The Parties do hereby agree to settle, compromise and dismiss all claims in the

STIPULATION AND [PROPOSED] ORDER
 RE SETTLEMENT AND DISMISSAL WITH PREJUDICE
 C 11-3145 MEJ

1 above-captioned action ("This Action") under the terms and conditions set forth herein.

2 2. With Regard to Plaintiff's "First FOIA Claim for Relief," in full satisfaction of
3 this claim, the Postal Service will release all previously redacted information and produce this
4 information to Plaintiff no later than January 9, 2012 in response to his Freedom of Information
5 Act ("FOIA") request dated May 5, 2009.

6 3. With regard to Plaintiff's "Second FOIA Claim for Relief," in full satisfaction of
7 this claim, Plaintiff will receive no additional information from the Postal Service in response to
8 his FOIA request dated May 20, 2010.

9 4. With regard to Plaintiff's "Third FOIA Claim for Relief," in full satisfaction of
10 this claim, the Postal Service will release a copy of the July 26, 2010 email from Van Rouse to
11 Judi Mummy and Robert MacCloskey in its entirety, no later than January 5, 2012, in response to
12 his FOIA request dated August 5, 2010.

13 5. With regard to Plaintiffs' "Fourth FOIA Claim for Relief," in full satisfaction of
14 this claim, the Postal Service will conduct an exhaustive search of the Pacific Area Office, the
15 Bay-Valley District Office, and the Oakland Post Office located 1675 Seventh Street in Oakland,
16 California to locate records responsive to Plaintiff's August 15, 2010 FOIA request. Any
17 responsive, non-exempt records will be produced to Plaintiff at no charge, and the Postal Service
18 may choose to produce those records in an electronic format if practicable. The Postal Service
19 will make every effort to respond expeditiously, but Plaintiff understands that the search may
20 take a considerable amount of time. The Postal Service agrees to complete the search within 3
21 months. Plaintiff agrees that he will not consider production of responsive records beyond the
22 two-week period discussed on the record during the January 5, 2012 Settlement Conference held
23 in this matter to be a breach of this Agreement. The Postal Service agrees to keep Plaintiff
24 updated as to the status of the search and production of responsive records until those records are
25 produced.

26 6. With regard to Plaintiff's "Fifth FOIA Claim for Relief," in full satisfaction of this
27 claim, the Postal Service will conduct an exhaustive search of the Pacific Area Office, the Los
28

1 Angeles District Office, and the Los Angeles Post Office located 7101 South Central Avenue in
 2 Los Angeles, California to locate records responsive to Plaintiff's August 31, 2010 FOIA request.
 3 Any responsive, non-exempt records will be produced to Plaintiff at no charge, and the Postal
 4 Service may choose to produce those records in an electronic format if practicable. The Postal
 5 Service will make every effort to respond expeditiously, but Plaintiff understands that the search
 6 may take a considerable amount of time. The Postal Service agrees to complete the search within
 7 3 months. Plaintiff agrees that he will not consider production of responsive records beyond the
 8 two-week period discussed on the record during the January 5, 2012 Settlement Conference held
 9 in this matter to be a breach of this Agreement. The Postal Service agrees to keep Plaintiff
 10 updated as to the status of the search and production of responsive records until those records are
 11 produced.

12 7. With regard to Plaintiff's "Breach of Contract Claims," in full satisfaction of this
 13 claim(s) the Postal Service agrees to modify certain blue collection box pickup schedules and
 14 other collection point schedules as follows:

15 a) Gateway Station at 1 Embarcadero Center in San Francisco, California: the
 16 three blue collection boxes in front of the station will have a final pickup at 6:00
 17 p.m. Monday through Saturday;

18 b) Irving Street Station at 821 Irving Street in San Francisco, California: the two
 19 blue collection boxes in front of the station will have a final pickup at 6:00 p.m.
 20 Monday through Saturday;

21 c) University of California - San Francisco at 505 Parnassus Avenue in San
 22 Francisco, California: the two blue collection boxes at this address will have a
 23 final pickup at 5:45 p.m. Monday through Friday, and at 3:15 p.m. on Saturday;

24 d) Santa Cruz Post Office at 850 Front Street in Santa Cruz, California: the two
 25 blue collection boxes in front of the station will have a final pickup at 6:00 p.m.
 26 Monday through Saturday; in addition to the blue collection boxes, the Postal
 27 Service agrees that the lobby drop and Automated Postal Center will also have
 28

1 final pickup times at 6:00 p.m.; and

2 e) Santa Cruz Post Office at 820 Front Street in Santa Cruz, California: the three
3 blue "snorkel" collection boxes at this address will have a final pickup at 5:30
4 p.m. Monday through Saturday.

5 These pickup schedules will remain in effect and not be modified for a period of three years. If
6 Congress authorizes the Postal Service to eliminate collection and processing of outgoing
7 First-Class Mail on Saturdays, the Postal Service may change or eliminate the Saturday
8 collection times described in paragraph 7 on or after the date on which the Postal Service
9 implements such a congressionally authorized change in service level.

10 8. The Postal Service agrees to pay to Plaintiff the sum of two thousand five hundred
11 dollars (\$2,500.00). After receipt of the Court's approval of this Stipulation, the Postal Service
12 shall promptly submit a request for payment, upon receipt of Plaintiff's social security number.
13 Plaintiff is responsible for payment of any taxes that may be due on the settlement proceeds.
14 Defendant makes no representation as to any tax consequences or liabilities plaintiff may incur as
15 a result of this settlement.

16 9. Plaintiff hereby dismisses this entire Action with prejudice. Execution of this
17 Stipulation and its approval by the Court shall constitute dismissal of this case with prejudice
18 pursuant to Fed. R. Civ. P. 41(a). Each side to bear its own costs and attorney's fees. Plaintiff
19 hereby releases and forever discharges the Postal Service, any and all of its past and present
20 officials, employees, agents, attorneys, successors, and assigns from any and all obligations,
21 damages, liabilities, causes of actions, claims, and demands of any kind and nature whatsoever,
22 whether suspected or unsuspected, arising in law or equity, arising from or by reason of any and
23 all known, unknown, foreseen, or unforeseen injuries, and the consequences thereof, resulting
24 from the processing of or the decisions relating to the claims in this Action.

25 10. The parties acknowledge that neither this Agreement nor anything contained
26 herein shall constitute an admission of liability or fault on the part of the Postal Service or its
27 agents, servants, or employees. This Agreement is entered into by the parties for the purpose of
28

1 compromising disputed claims and avoiding the expenses and risks of litigation.

2
3 11. This Agreement may be pled as a full and complete defense to any action or other
4 proceeding, including any local, state or federal administrative action, involving any person or
5 party which arises out of the claims released and discharged by this Agreement. Nothing in this
6 Agreement affects Plaintiff's right to file an administrative appeal or seek relief in federal court
7 related to the production of records in Paragraphs 5 and 6.

8 12. If any provision of this Agreement shall be held invalid, illegal, or unenforceable,
9 the validity, legality, and enforceability of the remaining provisions shall not in any way be
10 affected or impaired thereby.


11 13. This instrument shall constitute the entire Agreement between the parties, and it is
12 expressly understood and agreed that this Agreement has been freely and voluntarily entered into
13 by the parties hereto. The parties further acknowledge that no warranties or representations have
14 been made on any subject other than as set forth in this Agreement.

15 14. The persons signing this Agreement warrant and represent that they possess full
16 authority to bind the persons on whose behalf they are signing to the terms of the settlement.

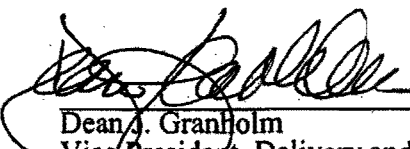
17 15. This Agreement may not be altered, modified or otherwise changed in any respect
18 except in writing, duly executed by all of the parties or their authorized representatives.

19 **IT IS SO STIPULATED.**

20 Dated: 4-13-12

21 
22 DOUGLAS F. CARLSON
23 Plaintiff Pro se

24 Dated: 4-25-12


25 
26 Dean J. Granholm
27 Vice President, Delivery and Post Office Operations
28 United States Postal Service

STIPULATION AND [PROPOSED] ORDER
RE SETTLEMENT AND DISMISSAL WITH PREJUDICE
C 11-3145 MEJ

~~PROPOSED~~ ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: June 5, 2012



MARIA-ELENA JAMES
United States Magistrate Judge

STIPULATION AND ~~PROPOSED~~ ORDER
RE SETTLEMENT AND DISMISSAL WITH PREJUDICE
C 11-3145 MEJ